

Department of Land & Natural Resources - Land Division

LEGAL AD DATE: February 2, 2016

REQUEST FOR PROPOSALS
No. RFP-LD-16-001-SW

SEALED OFFERS
FOR
**Goods and Services for a Replacement Land
Management Information System**
STATE OF HAWAII
DEPARTMENT OF LAND & NATURAL RESOURCES
LAND DIVISION

WILL BE RECEIVED UP TO 2:00 P.M. (HST) ON

MARCH 28, 2016

IN THE DEPARTMENT OF LAND & NATURAL RESOURCES, LAND DIVISION, 1151 PUNCHBOWL STREET, ROOM 220, HONOLULU, HAWAII 96813. OFFER MUST BE SEALED AND ADDRESSED ATTN: IAN HIROKAWA, WITH "RFP-LD-16-001-SW" CLEARLY INDICATED ON THE PACKAGING. DIRECT QUESTIONS RELATING TO THIS SOLICITATION VIA EMAIL TO DLNR.QNA@HAWAII.GOV, WITH "RFP-LD-16-001-SW" IN THE SUBJECT LINE.



Suzanne D. Case
Procurement Officer

RFP-LD-16-001-SW

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SECTION ONE
INTRODUCTION AND KEY DATES

1.01 TERMS AND ACRONYMS USED THROUGHOUT THE SOLICITATION

<u>Abbreviation</u>	<u>Description</u>
AG	Attorney General
AMS	Asset Management System
ARAS	Accounts Receivable Accounting System, original accounting system used prior to SLIMS
BAFO	Best and Final Offer
BOC	Bureau of Conveyances
BRD	Business Requirements Document
B&F	Department of Budget and Finance
B-13, Part 1	Daily Revenue Report
B-13, Part 2	Daily Revenue Summary Report
CCH	City and County of Honolulu Real Property Assessment Division
CP	Central Processing
CPO	Chief Procurement Officer
CPR	Condominium Property Regime
CSF	Copy of Survey Furnished
DAGS	Department of Accounting and General Services, Land Survey Division
DBMS	Database Management System
DCF	Data Collection Form
DHHL	Department of Hawaiian Home Lands
DLA	District Land Agent
DLNR	Department of Land and Natural Resources
DLO	District Land Office
DOBOR	Division of Boating and Ocean Recreation
DOFAW	Division of Forestry and Wildlife
DOT	Department of Transportation
DPO	Departmental Personnel Officer
EA	Environmental Assessment
EO	Executive Order
ETS	Enterprise Technology Services (Formerly OIMT)

Fast Lands	Land, other than submerged lands
GC	General Conditions, issued by the Department of the Attorney General
GET	General Excise Tax
GIS	Geographic Information System
GL	General Lease
HAR	Hawaii Administrative Rules
HIC	Hawaii Information Consortium-DOBOR and State Parks currently use this web-based online system
HRS	Hawaii Revised Statutes
INFOR	Vendor – Enterprise Asset and Financial Management
LA	Land Agent
LD	DLNR Land Division, (Including Fiscal, CP and IT, if appropriate)
LOD	Land Office Deeds
LOPP	Lease of Private Property
LPG	Land Patent Grants
NOD	Notice of Default
Offeror	Any individual, partnership, firm, corporation, joint venture, or representative or agent, submitting an offer in response to this solicitation
OHA	Office of Hawaiian Affairs
OIMT	Office of Information Management and Technology
OIP	Office of Information Practices
OS	Operating System
PII	Personally Identifiable Information
PLTIS	Public Land Trust Information System
PO	Procurement Officer; the contracting officer for the State of Hawaii, DLNR
PAS	Performance Appraisal System
PC	Personnel Clerk
PD	Position Description
PERS/ERS	Personnel / Employee Relations and Safety
PMS	Personnel Management Specialist
PO	Personnel Officer
PSF	Project Status Form
REIT	Real Estate Investment Trust
RFP	Request for Proposal

RP	Revocable Permit
SLA	Service Level Agreement
SLDF	Special Land Development Fund
SLIMS	State Land Information Management System, the current land management system utilized by DLNR's Land Division and Fiscal Office, and the replacement of the system, if appropriate.
SLH	Session Laws of Hawaii
State	State of Hawaii, including each department and political subdivisions
TDA	Temporary Deposit Account
TDR	Treasury Deposit Receipt
TLS	Trust Land Status
TMK	Tax Map Key
TSD	Technical Specification Document
UAC	Universal Accounting Code
UARB	Uniform Accounting and Reporting Branch of DAGS
UXO	Unexploded Ordinance
Vendor	The Offeror selected and contracted to deliver the work specified in the RFP
Yardi	Vendor - real estate investment and property management

1.02 INTRODUCTION

The Department of Land and Natural Resources (DLNR) Land Division (LD) provides for the planning, development, leasing and management of public lands under the management jurisdiction of the division and the department. LD's functions include (1) Plan for effective use, management, protection and development of natural resources including public lands and property under the jurisdiction of the State to meet stated public, social and economic objective; (2) Develops or provides for the development, lease and use of public lands in conformance with accepted plans; (3) Acquires lands and facilities for the Department when they have been determined necessary for public purposes; (4) disposes of public lands for approved public and private purposes; and (5) Serve as custodian of all official transactions relating to "public lands" as defined in HRS, 171-2.

LD has four (4) district branches located on the Islands of Oahu, Maui, Hawaii, and Kauai. Each branch manages the public lands in the respective geographical areas, including process request for State lands, maintain unencumbered State lands, and provide the public with relevant information pertaining to public lands.

Support Branch of LD handles the information technology, shoreline certification process, special land acquisition and disposition projects, abstract, appraisal, natural hazardous matters, and legislative matters.

Central Processing Branch of LD provides the centralized data and file management services for LD. It involves the daily operation of the current State Land Information Management System (SLIMS), which includes processing the documentation pursuant to various manner of disposition, e.g. lease, permit etc., data entry into SLIMS, and monitoring the lease compliance issues. It also provides administrative support to other branches of LD.

LD has determined that it is necessary to replace SLIMS. LD's existing SLIMS is the primary tool for managing its land and encumbrances, such as leases, permits, rights of entry, and easements. It was implemented in the year 2000, and although the application has served its purpose over the past 15 years, LD's business has changed and the existing SLIMS application no longer meets LD's business needs. The application needs to be replaced and brought up to modern computing standards.

1.03 CANCELLATION

This Request for Proposals ("RFP") may be cancelled and any or all proposals rejected in whole or in part, without liability to the State, when it is determined to be in the best interests of the State.

1.04 RFP SCHEDULE AND SIGNIFICANT DATES

The schedule set out herein represents the State's best estimate of the schedule that will be followed. All dates indicated are 4:00pm Hawaii Standard Time (HST) unless

otherwise stated. If a component of this schedule, such as "Proposal Due" date, is delayed, the rest of the schedule will likely be shifted by the same number of days. The approximate schedule is as follows:

Advertising of Request for Proposals	February 2, 2016
Deadline to Submit Written Questions	February 15, 2016
State's Response to Written Questions	March 10, 2016
Proposals Due (time-stamped upon receipt by the Main Land Division office in Honolulu) and Opened	March 28 , 2016 2:00 p.m.
Proposal Evaluations	April 15, 2016
Discussion with Priority Listed Offerors (if necessary)	TBD
Best and Final Offers (if necessary)	TBD
Notice of Award	TBD
Contract Start Date	As determined by the Notice to Proceed

SECTION TWO

SCOPE OF WORK

2.01 PROJECT OVERVIEW

LD's primary tool for managing its land and encumbrances, such as leases, permits, rights of entry and easements, is SLIMS. This system is a customized version of Yardi's Enterprise Property Management Software (version 4.3) and was implemented in the year 2000. It is a client-server application with an Oracle database. Although the application has served its purpose over the past 15 years, the application must be replaced to meet LD's current business needs. The current implementation of SLIMS has been customized to include both accounting functionality and land management functionality. All users, including administration, accounting staff, land agents, abstractors, other supporting staff, and central processing staff, access this one application to obtain the information they need. In most cases, the users are interested in either the accounting information or the land management information.

The current SLIMS system does not have any automated interfaces to external systems. Manual reports are run from SLIMS for data element input into external systems, including:

1. PLTIS (i.e. excel input template data)
2. County Real Property Tax Offices (i.e. new or modified leases)

It is not anticipated that the new SLIMS will need any automated external system interfaces. The new SLIMS should, however, be fully integrated to a GIS system and other software components. Furthermore, the functional requirements of the new SLIMS should be achieved with available commercial off-the-shelf solutions (COTS). The redesigned system is envisioned to consist of two separate primary applications which must integrate seamlessly with each other. The two primary applications are Accounting and Land Management. The Vendor shall supply and implement this new SLIMS and work with DLNR stakeholders to confirm that it functions correctly.

The intent of this RFP is to obtain a Vendor that will supply all software and services to fully implement a new SLIMS financial accounting and land management system. The Vendor will manage all aspects of the project, and take all necessary steps to ensure that the deliverables are acceptable to stakeholders and completed in a timely manner. A Technical Specifications Document is included with this RFP as Appendix A. Please refer to this document for specific technical system requirements, as well as user license requirements, service level requirements, warranty services and other information. Additional information regarding the functional requirements of the new SLIMS system is contained in a Business Requirements Document which is included with this RFP as Appendix B. A Detailed Requirements List is included with this RFP as Appendix C.

2.02 SCOPE OF WORK

The Vendor must perform all necessary tasks to deliver a replacement land management information system in conformity with the detailed requirements provided in the Technical Specifications Document and Detailed Requirements List. The deliverables must be acceptable to the LD Project Team and completed in a timely manner. General information with regard to the project scope of work is outlined below:

I. Process Improvement Requirements:

One of the objectives of replacing the SLIMS system is to improve the LDs business processes. The Vendor shall provide SLIMS-related business process improvement services, including:

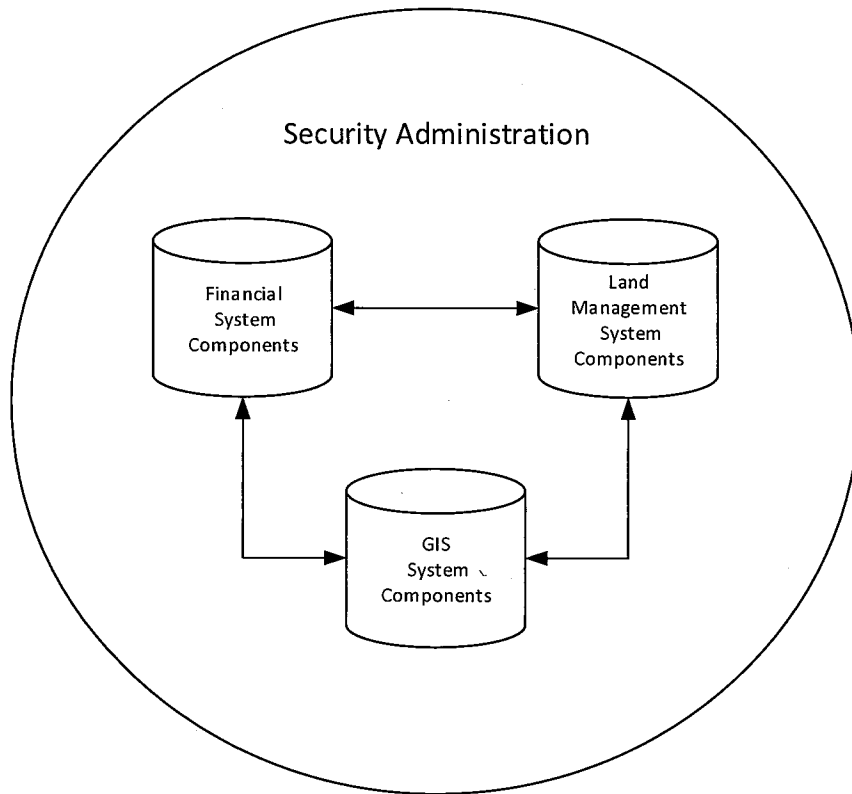
1. Review and confirm current SLIMS-related As-Is business processes (A number of high-level As-Is LD process charts have been developed. The implementing vendor should review and update these charts as necessary).
2. Determine new SLIMS-related To-Be business processes.
3. Document new SLIMS-related To-Be business processes.
4. Implement new SLIMS-related To-Be business processes when the new SLIMS is implemented.
5. Finalize new SLIMS-related To-Be business processes and update documentation.

II. Application Integration Requirements:

All software components of the new SLIMS shall be fully integrated, including:

1. Integration between the financial accounting and land management system components
2. Integration between the land management and GIS system components
3. Integration between all system components and the security system component.

New SLIMS
Application Integration Requirements



III. Data Conversion Requirements:

All data that is in the current SLIMS, including the archive data from the original ARAS (that is already archived in the current SLIMS system), including all detailed transaction data and account balances, shall be converted into the new SLIMS. The Offeror should present their detailed approach to data conversion, including their reconciliation and data validation process.

IV. Required Data Element Coding:

The new SLIMS must support the functional and financial accounting coding, coding structures, and descriptions that exist in the current SLIMS. The new SLIMS must also have the expansion capacity to include additional coding information as may be required. Please refer to the Technical Specifications Document for specific coding information and requirements. The Offeror should note any deficiencies in the ability of their solution or system to support these codes, coding structures, or descriptions.

V. Training Requirements:

The Offeror should present their detailed approach to training as part of their proposal. The selected vendor shall provide the following training:

1. On-site project team training at the beginning of the project on core aspects of the standard software, including but not limited to:
 - a. Overview
 - b. Navigation and interface
 - c. Transaction processing for entering typical transactions
 - d. Transaction processing for reversing typical transactions
 - e. Report filtering and reporting
 - f. Search and drilldown
 - g. Module configuration parameters
 - h. Security configuration
2. Remote or on-site end-user training, for all aspects of the installed system, prior to initial system testing for the system test team.
3. Remote or on-site end-user training, for all aspects of the installed system as appropriate for each end-user functional group, for all end-users prior to final system testing.
4. Remote or on-site refresher training end-user training, for all aspects of the installed system as appropriate for each end-user functional group, for all end-users prior to system go-live.
5. On-site refresher training, and as-need support, for any end-users, system administrators, or any other stakeholders as appropriate post go-live until final system sign-off is achieved.

VI. Documentation Requirements:

The Offeror should present their detailed approach to providing documentation as part of their proposal. The selected vendor shall provide the following documentation in printed and electronic form:

1. All standard software documentation.
2. Standard implementation and configuration documentation.
3. Technical documentation, including all final configuration setup parameters for this system implementation.
 - a. Data dictionary documentation
4. Customized end-user documentation specific to the final system configuration, customizations and workflows as DLNR end-users will use the system.
5. End-user summarized "quick reference" documentation for typical transaction processing.
6. Detailed documentation and summarized "quick reference" documentation for typical administrator tasks (i.e. security, backup and restore, database maintenance, common troubleshooting tasks, etc.).

All documentation should have a glossary of acronyms and also a version control listing at the beginning of each to track what major changes were made, when and by whom.

The table of contents should be live linked to each chapter or subchapter. PDF versions of documents should have live linked table of contents also. All original source Word, Excel, Visio or other documents should be provided, in addition to PDF or final compiled versions.

VII. User Licenses:

The Offeror should describe in overview and detail how they license their software. Third party software licenses required to implement or operate the system should be included as well (Indicate the title of the software, the license and/or maintenance fees per year for each). Listed in the Technical Specifications Document are the total initial user counts. If the Offeror licenses their software differently than how these user counts are presented, or if the Offeror has alternative licensing methods, the Offeror should provide details so that the proper user licensing can be determined to meet DLNR's needs.

VIII. Report Requirements:

The Offeror should describe in overview and detail the following reporting-related functionality of their solution, including:

- Ad-hoc reporting, print and export capability
- Ability to save ad-hoc reporting for future use
- Report writing capability and features
- On-line query, print and export capability
- Ability to save on-line queries for future use

The Offeror should be able to produce all existing reports in SLIMS, including those listed in the Technical Specifications Document.

IX. Service Level Requirements:

In providing ongoing support services to maintain the integrity and availability of the solution, DLNR expects that the Vendor shall respond to support requests within a reasonable timeframe, take steps to escalate and resolve issues in an appropriate, timely manner and maintain good communication with the client at all times. The solution provider shall be completely responsible for defect free functioning of the application software and shall resolve, on a timely basis as specified in this section, any issues, including bug fixes, applying patches, upgrades, etc., at no additional cost during the contract period. The Offeror shall provide the following minimum service levels in supporting the implemented solution.

1. Manned telephone support 24 hours a day, 365 days a year, with callback times from a qualified technician within 15 minutes during DLNR's normal working hours - currently 7AM – 6PM Hawaii Standard Time, Monday through Friday, excluding the Hawaii State holidays (2016 Holidays shown below); and with callback times from a qualified technician within 60 minutes at all other times.

Year 2016 HAWAII STATE HOLIDAYS**(Hawaii Rev. Statutes, Sec. 8-1)****Day Observed in 2016****Official Date Designated in Statute/Constitution**

New Year's Day.....	Jan. 1 Friday.....	The first day in January
Dr. Martin Luther King, Jr. Day.....	Jan. 18 Monday.....	The third Monday in January
Presidents' Day.....	Feb. 15 Monday.....	The third Monday in February
Prince Jonah Kuhio Kalaniana'ole Day.....	Mar. 25 Friday.....	The twenty-sixth day in March
Good Friday.....	Mar. 25 Friday.....	The Friday preceding Easter Sunday
Memorial Day.....	May 30 Monday.....	The last Monday in May
King Kamehameha I Day.....	June 10 Friday.....	The eleventh day in June
Independence Day.....	July 4 Monday.....	The fourth day in July
Statehood Day.....	Aug. 19 Friday.....	The third Friday in August
Labor Day.....	Sept. 5 Monday.....	The first Monday in September
General Election Day.....	Nov. 8 Tuesday.....	The first Tuesday in Nov. following the first Monday of even-numbered years. <i>(Hawaii State Constitution, Article 2 – Section 8)</i>
Veterans' Day.....	Nov. 11 Friday.....	The eleventh day in November
Thanksgiving.....	Nov. 24 Thursday.....	The fourth Thursday in November
Christmas.....	Dec. 26 Monday.....	The twenty-fifth day in December

2. Monitored email support by qualified technicians 24 hours a day, 365 days a year.
3. Emergency on-call telephone support 24 hours a day, 365 days a year.
4. Remote assistance using Remote Desktop and VPN or other secured methods.
5. Onsite support and assistance as necessary.
6. Solution provider to supply and implement all standard software patches and upgrades throughout the life of the contract.
 - a. Solution provider to supply and implement all emergency software patches and upgrades.
7. Service level response times shall be:
 - a. 15 minute or less response time during normal DLNR business hours as shown above in item 1.
 - b. 30 minute or less response time during non-business hours for emergency support.

System Performance

1. The system architecture shall be scalable to allow the system to grow in size and support:
 - a. 3 times the initial software application database size.
 - b. 3 times the initial number of concurrent users.
 - c. 3 times the initial number of concurrent transactions.
2. The system shall support a response time for common search and navigation operations within 3 seconds 99% of the time.
3. The Offeror shall describe its performance tuning methods for databases, application servers, web servers, and other software and devices deployed as part of the proposed solution.

Hardware

4. The solution provider shall be responsible for server and server-related hardware support, including troubleshooting and replacing failed hardware components, irrespective of the reason for the failure of the component.
 - a. Hardware components shall be replaced by the next business day.

X. Warranty and Support Services:

Warranty Services are the activities associated with repairing defects that are discovered within the Warranty Period of sixty (60) months of a system component or enhancement being accepted by the State in the production environment. Warranty Services include the applicable life cycle support activities necessary to repair errors/defects to enable programs and enhancements to perform in accordance with the documented specifications and documented operational functionality. The Offeror shall repair the configuration and customized code provided by Offeror during the Warranty Period, at no charge to the State provided that:

The problem encountered occurs within sixty (60) months of the acceptance of such provided component.

The root cause analysis indicates the problem is in the system not meeting requirements where the Offeror has responsibility (e.g., a problem caused by configured or customized COTS software or hardware component not meeting requirements, a defect in the configuration or code created by the Offeror, a defect in the configuration or code of the standard COTS software, a problem with the system not meeting SLAs, etc.).

Full correction of the system defect is to be completed by the Offeror unless otherwise approved by the State, and the corrected code shall be appropriately tested to verify that no regression errors are introduced.

The Offeror shall warrant against "version locking" due to customization of the system.

Services include updating all appropriate documentation. The Offeror shall provide monthly reports showing the amount of warranty work (i.e., number of defects and hours to correct).

It is the State's policy to try to resolve all Warranty work controversies by mutual agreement without litigation. In appropriate circumstances, informal discussions between the State and the Offeror can aid in the resolution of differences by mutual agreement and are encouraged. If such informal discussions do not resolve the controversy, individuals who have not participated substantially in the matter in controversy may be brought in to conduct discussions if this is feasible.

The solution provider shall provide ongoing warranty and support services for five (5) years following system acceptance, renewable thereafter, upon mutual agreement, on an annual basis.

Warranty and support services shall apply to all software, and hardware components (except client PCs, mobile devices, and printers). Warranty and support service response times shall be as described in the Service Level Agreement (SLA) section of this RFP.

Software Warranty and Support Services

The solution provider shall be completely responsible for defect free functioning of the application software and shall resolve, on a timely basis as specified in this section, any issues, including bug fixes, applying patches, upgrades, etc., at no additional cost during the contract period.

Hardware Warranty and Support Services

The solution provider shall be responsible for server and server-related hardware support, including troubleshooting and replacing failed hardware components, irrespective of the reason for the failure of the component. Failed hardware components shall be replaced by the next business day.

XI. Implementation Methodology and Approach:

The State expects the selected solution provider to lead the software and system (the solution) implementation. Specifically, the State expects the solution provider's staff to supply the majority of the implementation labor to install and configure the software as well as to provide project leadership, best practices, and tools to guide and effectively collaborate with the DLNR staff to design, implement, test, train, deploy, and stabilize a complete operational, integrated system according to the requirements and functionality described within this RFP and to meet DLNR's operational business needs.

In their proposal, the Offeror should describe their project implementation methodology and approach, and provide a detailed work-plan that includes a breakdown of tasks, critical path deliverables, milestones, project phasing and a project timeline. Project phases may overlap as long as there are no interceding critical path milestone deliverables between the overlapping project phases. Upon contract award and notice to proceed, DLNR anticipates that the Vendor will have their team ready to begin the project implementation sometime in July 2016. DLNR also anticipates that the implementation project will be fully completed within 12 months from the start date. DLNR has anticipated the following high-level project approach and methodology, however the Offeror is free to modify this approach according to their own proven methodology and implementation approach.

1. Ongoing Project Management and Administration
2. Project Discovery Phase
 - a. Project scoping
 - b. Discovery
 - c. Fit/Gap analysis, including As-Is and To-Be process flow analysis
 - d. Install system environment
3. Design and Develop
 - a. Project team training
 - b. Design workshops
 - c. Initial system configuration for Conference Room Pilot ("CRP")
4. Iterative Conference Room Pilot ("CRP") Phase
 - a. Select and prepare transactions for CRP
 - b. Perform CRP
 - c. Fit/Gap feedback and adjust
 - d. Continue pilot until major gaps are addressed
 - e. Finalize system configuration plan
5. Deploy Phase
 - a. Setup final system configuration
 - b. Unit testing
 - c. Integration testing
 - d. Finalize documentation
 - e. End user training
 - f. Data migration
 - g. Final testing
 - h. Readiness assessment
 - i. Go-Live
6. Initial Production Support
 - a. Troubleshooting
 - b. System adjustments
 - c. Additional training as necessary
 - d. Update documentation
7. Final Customer Acceptance

XII. Project Team Library:

During the solution implementation, the implementing vendor shall provide an easy to use on-line, secure, project management website service that will facilitate efficient project management and team collaboration. The Offeror shall specify the name of the project management website service that they will utilize during the project. The project management website service shall enable:

1. Team collaboration.

2. Document deliverable repository with version control.
3. Project workplan and timeline tracking.
4. Milestone tracking.
5. Critical path items tracking.
6. Tasks tracking.
7. Team member responsibility tracking.
8. Issue tracking.
9. Risk management tracking.
10. Automatic backup of all data stored on the project management website service.
11. The ability to easily export all data stored on the project management website service.

The Vendor shall:

1. Configure and administer the project management website service as necessary for the efficient and effective project management of this particular project.
2. Train the project team on the use of the project management website service.
3. Provide troubleshooting and support as necessary for the project management website service.
4. Prior to the end of the project provide an organized copy of all data stored on the project management website.

2.03 DLNR LD RESPONSIBILITIES

1. Review and approve project deliverables.
2. Monitor project progress through status meetings, status reports, and project schedules.
3. Ensure that State and County subject matter experts are available to the *Vendor*.
4. Issue payment to Vendor upon receiving acceptable deliverables and appropriate invoices.

SECTION THREE

PROPOSAL FORMAT AND CONTENT

3.01 INTRODUCTION

One of the objectives of this RFP is to make proposal preparation easy and efficient, while giving Offerors ample opportunity to highlight their proposals. The evaluation process must also be manageable and effective. When an Offeror submits a proposal, it shall be considered a complete plan for accomplishing the tasks described in this RFP and any supplemental tasks the Offeror has identified as necessary to successfully complete the obligations outlined in this RFP.

This is not an attempt to limit the contents of any proposal and the Offeror may include any additional data and information which is deemed pertinent to the proposal for this RFP. The proposal shall describe in detail the Offeror's ability and availability of services to meet the goals and objectives of this RFP as stated in Section Two, Scope of Work. The Offeror's proposal shall demonstrate an understanding of and the ability to meet and perform all contractual requirements listed in this request, including all contractual services.

3.02 PROPOSAL SECTIONS

Failure to include the following sections in the Offeror's proposal may be cause for the proposal to be determined non-responsive and therefore rejected. The required sections of the proposal are as follows:

1. Transmittal letter

Include a transmittal letter to confirm that the Offeror is in compliance with the requirements, provisions, terms, and conditions specified in this RFP. The transmittal letter shall be on company letterhead and be signed by an individual authorized to legally bind the Offeror.

2. Subcontractor Statement

If subcontractor(s) will be used, append a statement to the transmittal letter from each subcontractor, signed by an individual authorized to legally bind the subcontractor and stating:

- a. The general scope of work to be performed by the subcontractor;
- b. The subcontractor's willingness to perform the indicated work.

3. Offer Form OF-1 and OF-2

Include signed Offer Form OF-1 with the complete name and address of Offeror's firm and the name, mailing address, telephone number, and fax number of the person the State should contact regarding the Offeror's proposal.

Offer Form OF-2 shall clearly state the total price, including GET, as summarized in item 9 below.

4. Executive Summary

Condense and highlight the contents of the proposal to provide the Selection Committee with a broad understanding of the entire proposal.

5. Corporate Background, Experience and Capabilities

- a. Offerors shall document, demonstrate and/or describe in detail their qualifications, including the scope of their relevant experience. Information shall include, but not be limited to:
 - i. A complete, relevant, and current client listing
 - ii. The number of years Offeror has been in business and the number of years Offeror has performed the type of services specified by this RFP.
 - iii. A summary listing of judgments or pending lawsuits or actions against; adverse contract actions, including termination(s), suspension, imposition of penalties, or other actions relating to failure to perform or deficiencies in fulfilling contractual obligations against your firm. If none, so state.
 - iv. A description of projects of a similar nature in which the Offeror has been engaged, including scope, project start and end dates, technologies and tools (including versions where appropriate) that were used, challenges, and results. Highlight any previous work conducted in the State of Hawaii.
 - v. Sample projects and/or examples of written plans, documents, etc.
- b. The following are minimum qualifications the Offeror must meet in order for their proposal submittal to be eligible for evaluation. The Offerors submittal should be sufficiently detailed to clearly show how you meet the minimum qualifications without looking at any other material. Those that are not clearly responsive to these minimum qualifications shall be rejected by the State without further consideration:

Offeror must meet the following minimum requirements to be considered responsive. Failure to meet these minimum requirements will cause the Offeror to be rejected from further evaluation.

Offeror should provide the following background information:

- i. Contact information
- ii. Number of years in business
- iii. Number of customers
- iv. Number of employees
- v. Services available
- vi. Five references
- vii. History of the proposed product
- viii. Development strategy
- ix. Current version of product and next planned release
- x. Company's local office
- xi. Company's local partner

Software Vendor

1. Software Vendor has been in the business of providing software to the land and property management industry for a minimum of 5 years.
2. Major version of software (e.g. 7.XX) being proposed has been in production for a minimum of 1 year.
3. Major version of software (e.g. 7.XX) being proposed must be operating to provide a full range of functions in at least 2 North American jurisdictions of 500,000 or more. Both implementations have been operational for at least 6 months.
 - a. Please include reference contacts for these 2 implementations.

System Implementer

4. System Implementer has implemented the proposed major version (e.g. 7.XX) of software for at least 2 government jurisdictions with populations greater than 500,000. Both implementations have been operational for at least 6 months.
 - a. Please include reference contacts for these 2 implementations.
5. Please provide a list of the pertinent certifications that the project team members possess for their respective areas

Project Manager

6. Proposed project manager has managed at least 3 software implementation projects of similar scope and complexity within the last ten years.
 - a. Please include reference contacts for these 3 implementations.
7. Proposed project manager has managed at least one implementation project that involved the proposed software major version (e.g. 5.XX) within the last five years.
 - a. Please include a reference contact for this implementation.

6. Client References

Offeror shall include a list of at least five (5) references from the Offeror's client listing that may be contacted by the State as to the Offeror's past and current job performance. References shall be from clients for whom the Offeror has provided a similar scope of services as is described in this RFP. Offeror shall provide names, titles, organizations, telephone numbers, email and postal addresses. The State

reserves the right to contact other companies or government agencies for additional references.

7. Personnel

- a. The Offeror's proposed team shall consist of highly experienced and trained individuals in project management, requirements and business analysis, software development, web development, database development, and GIS development.
- b. Include a list of key personnel and associated resumes for those who will be dedicated to this project.
- c. Demonstrate how the Offeror's proposed team meets or exceeds the required qualifications.
- d. Project team members must be physically located in Hawaii for the duration of the project.

8. Project Plan

Describe the overall strategy and plan of attack for the project, including resources, schedules, and high-level design. The objective is to demonstrate the Offeror's understanding of the RFP requirements and scope.

- a. Methodology and Approach
 - i. Provide an overview of the approach the Offeror will take with regard to this project.
 - ii. Include specific information on the approaches that will be used in regards to analysis, requirements gathering, design, working with the various teams, project management, etc.
- b. Project Schedule
 - Provide a detailed task by task project schedule, including personnel assigned to each task. Provide a Work Breakdown Structure if available. Note that there shall be sufficient detail to illustrate the level of effort per phase/section/task and per resource.
- c. Proposed Staffing
 - Discuss the Offeror's project team, how they are organized, what roles they will fill, and how they will interact with State and vendor personnel.
 - i. Include an organizational chart of the team, and discuss the functions, roles and responsibilities of each resource.
 - ii. Indicate whether or not each resource will be fully (100%) dedicated to the project, and if not, specify the percentage of time the resource will be dedicating to this project versus other unrelated projects and/or tasks.
 - iii. Discuss anticipated roles of State and vendor personnel.
- d. Architecture, High-Level Design and Tools
 - i. Discuss technical aspects of the project, including high-level system design, application design, and architecture, as well as proposed tools, components, licenses, and other technical aspects of the project.
 - ii. The target system shall be web-based, mobile, and browser agnostic.

Additionally, please complete the Detailed Requirements List spreadsheet included as Appendix C, by identifying all requirements that will be satisfied by the project plan proposal.

9. Price

- a. Pricing shall be an all-inclusive fixed price to complete the deliverables specified in the RFP, and shall not be for a pool of hours. Pricing shall be inclusive of all federal and local taxes, including GET, and any and all expenses, required for the completion of the services to be performed as listed under Section Two, Scope of Work. No other prices will be honored.
- b. Note that there shall be sufficient detail in the proposal to identify how each task, section, phase, and resource contributes to the overall price of the proposal. The purpose of this breakdown will be to validate pricing, validate the level of effort per phase, resource, etc., as well as to potentially adjust scope if the proposed price is greater than the budgeted amount.
- c. There shall be visibility as to how the overall price was derived; there shall be a correlation between the overall project price and the project schedule, tasks and resources.
- d. Refer to Section Six, Attachment 2, for Offer Form OF-2.

10. Exceptions

Offeror shall list any exceptions taken to the terms, conditions, specifications, or other requirements listed herein. Offeror shall reference the RFP section where exception is taken, a description of the exception taken, and the proposed alternative, if any.

3.03 MODIFICATION PRIOR TO SUBMITTAL DEADLINE OR WITHDRAWAL OF OFFERS

3.03.1 The Offeror may modify or withdraw a proposal before the proposal due date and time.

3.03.2 Any change, addition, deletion of attachment(s) or data entry of an Offer may be made prior to the deadline for submittal of offers.

3.04 MISTAKES IN PROPOSALS

3.04.1 Mistakes shall not be corrected after award of contract.

3.04.2 When the Procurement Officer knows or has reason to conclude before award that a mistake has been made, the Procurement Officer should request the Offeror to confirm the proposal. If the Offeror alleges mistake, the proposal may be corrected or withdrawn pursuant to this section.

3.04.3 Once discussions are commenced or after Best and Final Offers ("BAFO") are requested, any priority-listed Offeror may freely correct any mistake by modifying or withdrawing the proposal until the time and date set for receipt of BAFOs.

3.04.4 If discussions are not held, or if the BAFOs upon which award will be made have been received, mistakes shall be corrected to the intended correct offer whenever the mistake and the intended correct offer are clearly evident on the face of the proposal, in which event the proposal may not be withdrawn.

3.04.5 If discussions are not held, or if the BAFOs upon which award will be made have been received, an Offeror alleging a material mistake of fact which makes a proposal non-responsive may be permitted to withdraw the proposal if: the

mistake is clearly evident on the face of the proposal but the intended correct offer is not; or the Offeror submits evidence which clearly and convincingly demonstrates that a mistake was made.

Technical irregularities are matters of form rather than substance evident from the proposal document, or insignificant mistakes that can be waived or corrected without prejudice to other Offerors; that is, when there is no effect on price, quality, or quantity. If discussions are not held or if BAFOs upon which award will be made have been received, the Procurement Officer may waive such irregularities or allow an Offeror to correct them if either is in the best interest of the State. Examples include the failure of an Offeror to: return the number of signed proposals required by the request for proposals; sign the proposal, but only if the unsigned proposal is accompanied by other material indicating the Offeror's intent to be bound; or to acknowledge receipt of an amendment to the request for proposal, but only if it is clear from the proposal that the Offeror received the amendment and intended to be bound by its terms; or the amendment involved had no effect on price, quality or quantity.

SECTION FOUR

EVALUATION CRITERIA AND CONTRACTOR SELECTION

Evaluation criteria and the associated points are listed below. The award will be made to the responsible Offeror whose proposal is determined to be the most advantageous to the State based on the evaluation criteria listed in this section.

The total number of points used to score each proposal is 100. Offerors must score 50% or better in terms of point total, in the first four categories below.

1. Offeror Credentials and Experience (25)
 - a. Company qualifications
 - b. Project team members' qualifications
 - c. References
 - d. Experience on similar projects, including scope, architecture, technologies used, challenges and results.
2. Proposal (25)
 - a. Quality of responses, including relevance, completeness, and detail
 - b. Methodology and approach
 - c. Proposed schedule and staffing
 - i. Level and quality of detail
 - ii. Tasks, phases, milestones, durations, resources
 - iii. Staffing levels and roles per task/section
 - d. Demonstration of knowledge and experience of what is being requested
 - e. Any additional information or services deemed relevant, advantageous, and feasible.
3. Samples of Documentation created by Offeror for Prior Projects (30)
 - a. Samples of Requirements Documents, Technical Specifications, Project Plans, Project Schedules, and other related documentation.
 - b. Samples from projects that involve application/data migration preferred
 - c. Relevance to project scope
 - d. Quality and detail of information in the samples
4. Value (10)
 - a. Level of detail in terms of pricing breakdown; visibility as to how the overall price was derived.
 - b. Overall value of proposed work, including, but not limited to, overall price, timeframe, and scope of work to be delivered.
5. Overall Price (10)

Each Offeror's proposal will receive points for Overall Price according to the formula:

$$[\text{Lowest bid price} \times 10 \text{ points}] \div \text{Offeror's total price} = \text{Points}$$

Percentage adjustments to Overall price in consideration of any qualified preferences, if applicable, may be made before final evaluation. The actual contract amount of any contract awarded, however, shall be the amount of the original price offered, exclusive of any percentage adjustment for preferences made during the evaluation process.

SECTION FIVE

SPECIAL PROVISIONS

5.01 SCOPE

All consulting services to produce the deliverables shall be in accordance with this RFP, including the special provisions in this section, the Scope of Work specified herein, and the General Conditions (GC), included by reference and available online at <http://hawaii.gov/forms/internal/departement-of-the-attorney-general/103d/view>.

5.02 OFFEROR QUALIFICATIONS

Offeror shall meet all of the qualifications required by this RFP. Failure to meet the qualifications will likely have an adverse effect on Offeror's proposal evaluation.

5.03 TERM OF CONTRACT

Successful Offeror shall be required to enter into a formal written contract to commence work on this project.

The initial term of the contract shall be for a twelve (12) month period starting on the official commencement date of the Notice to Proceed. The contract may be extended for up to an additional six (6) month period, or any portion thereof without the necessity of re-bidding, if mutually agreed upon in writing prior to contract expiration. The Contractor or State may terminate the extended contract period at any time upon three (3) weeks prior written notice.

5.04 CONTRACT ADMINISTRATOR

For the purposes of this contract, Lila Loos, Information Technology Manager, is designated the Contract Administrator.

5.05 INTELLECTUAL PROPERTY RIGHTS

The State reserves the right to unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the work product, and to transfer the intellectual property to third parties for State purposes.

5.06 OVERVIEW OF THE RFP PROCESS

1. The RFP is issued pursuant to Subchapter 6 of HAR Chapter 3-122, implementing HRS Section 103D-303.
2. The procurement process begins with the issuance of the RFP and the formal response to any written questions or inquiries regarding the RFP. Changes to the RFP will be made only by Addendum as described in item 6 below.

3. Proposals shall not be opened publicly, but shall be opened in the presence of two (2) or more procurement officials. The register of proposals and Offerors' proposals shall be open to public inspection after posting of the award.

All proposals and other material submitted by Offerors become the property of the State and may be returned only at the State's option.

4. The Procurement Officer, or an evaluation committee selected by the Procurement Officer, shall evaluate the proposals in accordance with the evaluation criteria in Section Four. The proposals shall be classified initially as acceptable, potentially acceptable, or unacceptable.
5. Proposals may be accepted on evaluation without discussion. However, if deemed necessary, prior to entering into discussions, a "priority list" of responsible Offerors submitting acceptable and potentially acceptable proposals shall be generated. The priority list may be limited to a minimum of three responsible Offerors who submitted the highest-ranked proposals. The objective of these discussions is to clarify issues regarding the Offeror's proposal before the BAFO is tendered.
6. If during discussions there is a need for any substantial clarification or change in the RFP, the RFP shall be amended by an Addendum to incorporate such clarification or change. Addenda to the RFP shall be distributed only to priority listed Offerors who submit acceptable or potentially acceptable proposals.
7. Following any discussions, Priority Listed Offerors will be invited to submit their BAFO, if required. The Procurement Officer or an evaluation committee reserves the right to have additional rounds of discussions with the top three (3) Priority Listed Offerors prior to the submission of the BAFO.
8. The date and time for Offerors to submit their BAFO, if any, is indicated in Section 1.04, RFP Schedule and Significant Dates. If Offeror does not submit a notice of withdrawal or a BAFO, the Offeror's immediate previous offer shall be construed as its BAFO.
9. After receipt and evaluation of the BAFOs in accordance with the evaluation criteria in Section Four, the Procurement Officer or an evaluation committee will make its recommendation. The Procurement Officer will award the contract to the Offeror whose proposal is determined to be the most advantageous to the State, taking into consideration price and the evaluation factors set forth in Section Four.
10. The contents of any proposal shall not be disclosed during the review, evaluation, discussion, or negotiation process. Once the award notice is posted, all proposals, successful and unsuccessful, will become available for public inspection. Those sections that the Offeror and the State agree are confidential and/or proprietary shall be identified by the Offerors and shall be excluded from access.
11. The Procurement Officer or an evaluation committee reserves the right to determine what is in the best interest of the State for purposes of reviewing and evaluating proposals submitted in response to the RFP. The Procurement Officer or an evaluation committee will conduct a comprehensive, fair and impartial evaluation of proposals received in response to the RFP.

12. The RFP, any addenda issued, and the successful Offeror's proposal shall become a part of the contract. All proposals shall become the property of the State of Hawaii.

5.07 CONFIDENTIAL INFORMATION

All information, data, or other material provided by the Offeror or the Contractor to the State shall be subject to the Uniform Information Practices Act, HRS chapter 92F. If an Offeror believes that any portion of a proposal, offer, specification, protest, or correspondence contains information that should be withheld as confidential, then the Offeror shall inform the Procurement Officer named on the cover of this RFP in writing and provided with justification to support the confidentiality claim.

An Offeror shall request in writing nondisclosure of information such as designated trade secrets or other proprietary data considered confidential. Such requests for nondisclosure shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

Price is not confidential and will not be withheld.

If a request is made to inspect the confidential material, the inspection shall be subject to written determination by the Department of the Attorney General in accordance with HRS chapter 92F. If it is determined that the material designated as confidential is subject to disclosure, the material shall be open to public inspection, unless the Offeror protests under HAR chapter 3-126. If the request to inspect the confidential material is denied, the decision may be appealed to the Office of Information Practices in accordance with HRS 92F-15.5.

5.08 REQUIRED REVIEW

Offeror shall carefully review this solicitation for defects and questionable or objectionable matter. Comments concerning defects and questionable or objectionable matter **shall be directed via email to DLNR.QNA@hawaii.gov prior to the deadline for written questions as stated in the RFP Schedule and Significant Dates, Section 1.04.** This will allow issuance of any necessary corrections and/or amendments to the RFP. It will help prevent the opening of a defective solicitation and exposure of Offeror's proposal upon which award could not be made. Any exceptions taken to the terms, conditions, specifications, or other requirements listed herein, must be listed in the *Exceptions* section of the Offeror's proposal, if the exception is unresolved by the Proposal Due date.

5.09 QUESTIONS PRIOR TO OPENING OF PROPOSALS

All questions must be submitted in writing and directed via email to DLNR.QNA@hawaii.gov prior to the deadline for written questions as stated in the RFP Schedule and Significant Dates, Section 1.04. The State will respond to written questions by the date indicated in Section One, 1.04 RFP Schedule and Significant Dates, or as amended.

5.10 CANCELLATION OF RFP AND PROPOSAL REJECTION

The State reserves the right to cancel this RFP and to reject any and all proposals in whole or in part when it is determined to be in the best interest of the State, pursuant to HAR Section 3-122-96 through 3-122-97.

The State shall not be liable for any costs, expenses, loss of profits or damage whatsoever incurred by the Offeror in the event its proposal is rejected or this RFP is cancelled.

5.11 OFFER ACCEPTANCE PERIOD

The State's acceptance of offer, if any, will be made within an estimated ninety (90) calendar days after the opening of proposals. Prices or commissions quotes by the Offeror shall remain firm for a ninety (90) day period.

5.12 PROPOSAL AS PART OF THE CONTRACT

This RFP and all or part of the successful proposal may be incorporated into the contract.

5.13 CONTRACT MODIFICATIONS - UNANTICIPATED AMENDMENTS

During the course of this contract, the Contractor may be required to perform additional work that will be within the general scope of the initial contract. When additional work is required, the Contract Administrator will provide the Contractor a written description of the additional work and request the Contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work.

Changes to the contract may be modified only by written document (contract modification) signed by the Department of Land & Natural Resources and Contractor personnel authorized to sign contracts on behalf of the Contractor.

The Contractor will not commence additional work until a signed contract modification has been issued.

5.14 GOVERNING LAW: COST OF LITIGATION

The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, shall be governed by the laws of the State of Hawaii. Any action at law or equity to enforce or interpret the provisions of this contract shall be brought in a state court or competent jurisdiction in Honolulu, Hawaii.

In case the State shall, without any fault on its part, be made a part to any litigation commenced by or against the Contractor in connection with this contract, the Contractor, shall pay all costs and expenses incurred by or imposed on the State, including attorneys' fees.

5.15 PROPOSAL PREPARATION

1. **OFFER FORM, page OF-1.** See Attachment 1. Proposals shall be submitted using Offeror's exact legal name as registered with the Hawaii Department of Commerce and

Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate spaces on Offer Form page OF-1. Failure to do so may delay proper execution of the contract.

The authorized signature on the first page of the Offer Form shall be an original signature in ink. If unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the Offeror's intent to be bound.

2. **Offer Guaranty.** An offer guaranty is NOT required for this RFP.
3. **Tax Liability.** Work to be performed under this solicitation is a business activity taxable under HRS Chapter 237, and if applicable, taxable under HRS Chapter 238. Vendors are advised that they are liable for the Hawaii GET at the current rate and the applicable use tax. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

Offeror shall submit its current Federal I.D. No. and Hawaii General Excise Tax License I.D. number in the spaces provided on Offer Form OF-1, thereby attesting that the Offeror is doing business in the State and that Offeror will pay such taxes on all sales made to the State.

4. **Taxpayer Preference.** For evaluation purposes, pursuant to HRS §103D-1008, the Offeror's tax-exempt price offer submitted shall be increased by the applicable retail rate of general excise tax and the applicable use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.
5. **Original Proposal and Copies to be Submitted.** Offeror shall submit one (1) original proposal marked "ORIGINAL" and seven (7) **copies** of the original, each marked "COPY". It is imperative to note that the Offeror submit only one original and the required number of copies. DO NOT SUBMIT MORE THAN ONE ORIGINAL.

Offeror is cautioned that illegible offers of any item(s) may be automatically rejected to avoid any errors in interpretation by the reviewers during the evaluation process.

6. Costs for developing the Proposal are solely the responsibility of the Offeror, whether or not any award results from this solicitation. The State of Hawaii will not reimburse such costs.
7. All proposals become the property of the State of Hawaii.
8. Copies of documents transmitted by Offerors via facsimile machines shall be limited to the modifications or withdrawal of an offer pursuant to HAR Sections 3-122-108 and 3-122-28, respectively.

5.16 PRICING

Pricing shall be the all-inclusive price, and shall include labor, materials, supplies, all applicable taxes, **including the GET**, and any other costs incurred to provide the specified services.

5.17 ECONOMY OF PRESENTATION

Proposals shall be prepared in a straightforward and concise manner, in a format that is reasonably consistent and appropriate for the purpose. Emphasis will be on completeness and clarity and content. If any additional information is required by the State regarding any aspects of the Offeror's proposal, it shall be provided within four (4) business days.

5.18 SUBMISSION OF PROPOSAL

The submission of a proposal shall constitute an incontrovertible representation by the Offeror of compliance with every requirement of the RFP, and that the RFP documents are sufficient in scope and detail to indicate and convey reasonable understanding of all terms and conditions of performance of the work.

Before submitting a proposal, each Offeror must:

1. Examine the solicitation documents thoroughly. Solicitation documents include this RFP, any attachments, plans referred to herein, and any other relevant documents;
2. Become familiar with State, local, and federal laws, statutes, ordinances, rules, and regulations that may in any manner affect price, progress, or performance of the work.

Offers shall be received at the Department of Land & Natural Resources, Land Division, 1151 Punchbowl Street, Room 220, Honolulu, HI 96813, no later than the date and time stated in Section 1.04, Significant Dates, as amended. Timely receipt of offers shall be evidenced by the date and time registered by the Department of Land & Natural Resources, Land Division time stamp clock. Offers received after the deadline shall be returned unopened.

If the Offeror chooses to deliver its offer by United States Postal Service (USPS), please be aware that the USPS does not deliver directly to the Land Division in Room 220, but to a central mailroom. This may cause a delay in receipt by the Land Division and the offer may reach the Land Division after the deadline, resulting in automatic rejection.

Offers must be sealed and "RFP-LD-16-001-SW" must be clearly indicated on the outer packaging.

5.19 PROPOSAL OPENING

Proposals will be opened at the date, time, and place specified in Section One, or as amended. Proposals shall not be opened publicly, but shall be opened in the presence of two or more procurement officials. The register of proposals and Offeror's proposals shall be open to public inspection after all parties sign the contract.

5.20 EVALUATION OF PROPOSALS

An evaluation committee of at least three (3) qualified state employees selected by the Procurement Officer shall evaluate proposals. The evaluation will be based solely on the evaluation criteria set out in Section Four of this RFP.

Proposals shall be classified initially as acceptable, potentially acceptable, or unacceptable. Discussion may be conducted with priority listed Offerors who submit proposals determined to be acceptable or potentially acceptable of being selected for award, but proposals may be accepted without such discussions. The objective of these discussions is to clarify issues regarding the Offeror's proposals before the BAFO, if necessary.

If numerous acceptable and potentially acceptable proposals are submitted, the evaluation committee may rank the proposals and limit the priority list to three responsive, responsible Offerors who submitted the highest-ranked proposals.

5.21 DISCUSSION WITH PRIORITY LISTED OFFERORS

The State may invite priority listed Offerors to discuss their proposals with the evaluation committee to ensure thorough, mutual understanding. The State in its sole discretion shall schedule the time and location for these discussions, generally within the timeframe indicated in Section 1.04. The State may also conduct discussions with priority listed Offerors to clarify issues regarding the proposals before requesting BAFOs, if necessary.

5.22 ADDITIONAL TERMS AND CONDITIONS

The State reserves the right to add terms and conditions during the contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluation.

5.23 CONTRACT EXECUTION

Successful Offeror receiving award shall enter into a formal written contract. No performance or payment bond is required for this contract.

No work is to be undertaken by the Contractor prior to the commencement date. The State of Hawaii is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to the official starting date.

If an option to extend is mutually agreed upon, the Contractor shall be required to execute a supplement to the contract for the additional extension period.

5.24 AWARD OF CONTRACT

Method of Award. Award will be made to the responsible Offeror whose proposal is determined to be the most advantageous to the State based on the evaluation criteria set forth in the RFP.

Responsibility of Offeror. Offeror is advised that in order to be awarded a contract under this solicitation, Offeror will be required, to be compliant with all laws governing entities doing business in the State including the following chapters and pursuant to HRS §103D-310(c):

1. Chapter 237, General Excise Tax Law;
2. Chapter 383, Hawaii Employment Security Law;
3. Chapter 386, Worker's Compensation Law;
4. Chapter 392, Temporary Disability Insurance;
5. Chapter 393, Prepaid Health Care Act; and
6. §103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.

The State will verify compliance on Hawaii Compliance Express (HCE).

Hawaii Compliance Express. The HCE is an electronic system that allows vendors/contractors/service providers doing business with the State to quickly and easily demonstrate compliance with applicable laws. It is an online system that replaces the necessity of obtaining paper compliance certificates from the Department of Taxation, Federal Internal Revenue Service; Department of Labor and Industrial Relations, and Department of Commerce and Consumer Affairs.

Vendors/contractors/service providers shall register with (HCE) prior to submitting an offer at <https://vendors.ehawaii.gov>. The annual registration fee is \$12.00 and the 'Certificate of Vendor Compliance' is accepted for the execution of contract and final payment.

Timely Registration on HCE. Vendors/contractors/service providers are advised to register on HCE soon as possible. If a vendor/contractor/service provider is not compliant on HCE at the time of award, an Offeror will not receive the award.

5.25 INVOICES AND PAYMENTS

Invoices shall be submitted by the Contractor, and incremental payments shall be made to the Contractor, upon receipt of deliverables that are 100% complete, meet the criteria of the RFP, and meet the expectations of the LD Project Team. Payments will not be issued for partially completed deliverables. Payments for tasks, such as project management, which span the duration of the project, will be paid upon project completion. The receipt of deliverables shall be due based on the timeline submitted by the Contractor in the proposal, or as amended.

HRS Section 103-10 provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of contract to make payment. For this reason, the State will reject any offer submitted with a condition requiring payment within a shorter period. Further, the State will reject any offer submitted with a condition requiring interest payments greater than that allowed by HRS §103-10, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

5.26 PUBLIC EXAMINATION OF PROPOSALS

Except for confidential portions, the proposals shall be made available for public inspection upon posting of award pursuant to HRS §103D-701.

If a person is denied access to a State procurement record, the person may appeal the denial to the office of information practices in accordance with HRS §92F-42(12).

5.27 DEBRIEFING

Pursuant to HAR §3-122-60, a non-selected Offeror may request a debriefing to understand the basis for award.

A written request for debriefing shall be made within three (3) working days after the posting of the award of the contract. The Procurement Officer or designee shall hold the debriefing within seven (7) working days to the extent practicable from the receipt date of written request.

Any protest by the requestor following a debriefing, shall be filed within five (5) working days, as specified in HAR §103D-303(h).

5.28 PROTEST PROCEDURES

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract.

The notice of award, if any, resulting from this solicitation shall be posted on the Procurement Reporting System, which is available on the SPO website: <http://www.hawaii.gov/spo2/source/>.

Any protest pursuant to §103D-701, HRS, and Section 3-126-3, HAR, shall be submitted in writing to the Procurement Officer, addressed to the Department of Land & Natural Resources, Land Division, 1151 Punchbowl Street, Room 220, Honolulu, HI 96813

5.29 SUBCONTRACTING

No work or services shall be subcontracted or assigned without the prior written approval of the State. No subcontract shall under any circumstances relieve the Contractor of his/her obligations and liability under this contract with the State. All persons engaged in performing the work covered by the contract shall be considered employees of the Contractor.

5.30 CONTRACT INVALIDATION

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

5.31 NON-DISCRIMINATION

The Contractor shall comply with all applicable federal and State laws prohibiting discrimination against any person on the grounds of race, color, national origin, religion, creed, sex, age, sexual orientation, marital status, handicap, or arrest and court records in employment and any condition of employment with the Contractor or in participation in the benefits of any program or activity funded in whole or in part by the State.

5.32 CONFLICTS OF INTEREST

The Contractor represents that neither the Contractor, nor any employee or agent of the Contractor, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the Contractor's performance of this contract.

5.33 WAIVER

The failure of the State to insist upon the strict compliance with any term, provision or condition of this contract shall not constitute or be deemed to constitute a waiver or relinquishment of the State's right to enforce the same in accordance with this contract.

5.34 SEVERABILITY

In the event that any provision of this contract is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this contract.

5.35 CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

It has been determined that funds for this contract have been appropriated by a legislative body.

Therefore, Offeror, if awarded a contract in response to this solicitation, agrees to comply with HRS Section 11-205.5, which states that campaign contributions are prohibited from a State and county government contractor during the term of the contract if the contractor is paid with funds appropriated by a legislative body.

5.36 ADDITIONS, AMENDMENTS AND CLARIFICATIONS

Approvals. Any agreement arising out of this offer may be subject to the approval of the Department of the Attorney General as to form, and is subject to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in HAR §§3-122-95 through 3-122-97.

Confidentiality of Material. All material given to or made available to the Contractor by virtue of this contract, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the STATE.

Nondiscrimination. No person performing work under this Agreement, including any subcontractor, employee, or agency of the Contractor, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

Records Retention. The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.

Correctional Industries. Goods and services available through Hawaii Correctional Industries (HCI) programs may be the same or similar to those awarded by competitive sealed bids or proposals. Agencies participating in DLNR requirements (price list) contracts may also procure directly from HCI and shall not be considered in violation of the terms and conditions of any DLNR contract.

Competency of Offeror. Prospective Offeror must be capable of performing the work for which offers are being called. Either before or after the deadline for an offer, the purchasing agency may require Offeror to submit answers to questions regarding facilities, equipment, experience, personnel, financial status or any other factors relating to the ability of the Offeror to furnish satisfactorily the goods or services being solicited by the STATE. Any such inquiries shall be made and replied to in writing; replies shall be submitted over the signatures of the person who signs the offer. Any Offeror who refuses to answer such inquiries will be considered non-responsive.

Preparation of Offer. An Offeror may submit only one offer in response to a solicitation. If an Offeror submits more than one offer in response to a solicitation, then all such offers shall be rejected. Similarly, an Offeror may submit only one offer for each line item (if any) of a solicitation. If an Offeror submits more than one offer per line item, then all offers for that line item shall be rejected.

5.37 PREFERENCES

Certain preferences may be applicable in the evaluation of the Offeror's proposal, pursuant to §103D-1001.5, HRS. The responsibility for certification and qualification for any preference shall rest upon the person requesting the preference.

While the Offeror's price may be adjusted in consideration of qualified preferences for evaluation purposes, the actual contract amount of any contract awarded shall be the amount of the original price offered, exclusive of any percentage adjustment for preferences made during the evaluation process.

For rules and regulations concerning preferences in response to a request for proposal pursuant to §103D-303, refer to Sections 103D-1001 through 103D-1012 of the Hawaii Revised Statutes, and Chapter 3-124 of the Hawaii Administrative Rules.

Preferences which could apply to this solicitation include, but may not be limited to, the following types:

1. Software Development Business Preference. Pursuant to HRS §103D-1006, and in accordance with HAR §3-124-35, in any expenditure of public funds for software development, the use of Hawaii software development businesses shall be preferred (except when precluded by federal requirements for competitive bidding). Where a response to a request for proposal contains both Hawaii and non-Hawaii software development businesses, then for the purpose of selecting the lowest price only, the offer by a non-Hawaii software development business shall be increased by a preference percentage of ten percent.

An Offeror submitting a proposal as a Hawaii software development business shall identify itself as such in the space provided on the Attachment 2, Offer Form-2, and shall also complete and attach a CERTIFICATE OF ELIGIBILITY Form SPO-009. This form can be downloaded from the State Procurement Office website at: <http://hawaii.gov/forms/state-procurement-office>. The Procurement Officer calling for offers may request additional information deemed necessary in order to qualify the Offeror, and shall have sole discretion in determining acceptance of the Offeror as a Hawaii software development business.

Pursuant to §3-124-34(e), any Offeror who fails to indicate that it is a Hawaii software development business will be presumed to be a non-Hawaii software development business and the Offeror's offered price will be increased by ten percent for purposes of evaluation.

2. Taxpayer Preference. Tax adjustment, pursuant to section 103D-1008, HRS, may be applicable for tax exempt Offerors.

3. Preference for Qualified Community Rehabilitation Programs. A preference pursuant to section 103D-1009, HRS, may be applicable for businesses with certain types of programs for persons with disabilities.

5.38 OWNERSHIP

The State shall have complete ownership of all materials and deliverables, both finished and unfinished, which are developed, prepared, assembled, or conceived by the Contractor pursuant to this Contract, and all such material shall be considered "works made for hire." This includes, but is not limited to, all source code, scripts, database objects, documents, and maps. All such material shall be delivered to the State upon completion, expiration or termination of the Contract. The State, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, assembled, or conceived by the Contractor pursuant to this Contract.

5.39 FAILURE TO DELIVER

The Contractor shall deliver products awarded in this contract in accordance with terms and conditions herein. Failure to produce an acceptable deliverable by its respective deadline may be cause for termination of contract and the barring of the Contractor from future bidding. If the Contractor is unable or refuses to deliver the product(s) within the time specified, it shall be the Contractor's responsibility to obtain prior approval to delay delivery for a specified time. If the Contractor fails to request approval to delay delivery or if the State denies the request, the State reserves the right to terminate the contract and may bar the Contractor from future bidding.

SECTION SIX

ATTACHMENTS AND EXHIBITS

- Attachment 1: OFFER FORM, OF-1
- Attachment 2: OFFER FORM, OF-2
- Appendix A: Technical Specifications Document
- Appendix B: Business Requirements Document
- Appendix C: Detailed Requirements List

**OFFER FORM
OF-1**

Goods and Services for a Replacement Land Management Information System
STATE OF HAWAII
DEPARTMENT OF LAND & NATURAL RESOURCES
RFP-LD-16-001-SW

Procurement Officer
Department of Land & Natural Resources, Land Division, Room 220
State of Hawaii
Honolulu, Hawaii 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Conditions, by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Offeror is:

☐ Sole Proprietor ☐ Partnership ☐ *Corporation ☐ Joint Venture
☐ Other _____
*State of incorporation: _____

Hawaii General Excise Tax License I.D. No. _____

Federal I.D. No. _____

Payment address (other than street address below): _____
City, State, Zip Code: _____

Business address (street address): _____
City, State, Zip Code: _____

Respectfully submitted:

Date: _____

(x) _____
Authorized (Original) Signature

Telephone No.: _____

Fax No.: _____

Name and Title (Please Type or Print)

E-mail Address: _____

** _____
Exact Legal Name of Company (Offeror)

**If Offeror is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed:

RFP-LD-16-001-SW

**OFFER FORM
OF-2**

Total contract price for accomplishing the development and delivery of the services.

\$ _____

Note: Pricing shall include labor, materials, supplies, all applicable taxes (including GET), and any other costs incurred to provide the specified services.

Check if applicable:

_____ The Offeror is a Hawaii software development business and may be eligible for a price preference as allowed by HAR §3-124-35 and pursuant to §103D-1006, HRS. A completed SPO-009 Certification for Eligibility form is attached for review and approval.

Offeror _____
Name of Company